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UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

In re:)	
)	Chapter 11
RICHMOND CHRISTIAN CENTER,)	
)	Case No. 13-36312
Debtor.)	
)	

**TRUSTEE’S MOTION TO SELL PROPERTY FREE AND CLEAR AND
MEMORANDUM IN SUPPORT**

Bruce H. Matson, Chapter 11 Trustee (the “**Trustee**”) for Richmond Christian Center, Inc. (the “**Debtor**”), by counsel, submits this Motion to Sell Property Free and Clear (“**Motion to Sell**”) free and clear of any liens, claims, encumbrances, or interests, pursuant to 11 U.S.C. § 363 of the United States Code (“**Bankruptcy Code**”), and in support thereof, respectfully states as follows:

JURISDICTION AND VENUE

1. This is a core proceeding over which this Court has jurisdiction under 28 U.S.C. §§ 157(b)(2)(A), (N), (O), and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

FACTUAL AND PROCEDURAL BACKGROUND

1. On November 22, 2013, the Debtor, a non-denominational church, filed the instant case pursuant to Chapter 11 of the Bankruptcy Code. The filing was prompted by the Debtor's inability to meet the monthly mortgage payments owed to the Debtor's secured lender, Foundation Capital Resources ("FCR"). FCR holds a deed of trust of nearly \$2.5 million on some – but not all –of the Debtor's real property. The Debtor owns real property at the following addresses: 214 Cowardin Avenue/1721 Wall Street, Richmond, VA 23224; 216 Cowardin Avenue, Richmond, VA 23224; 219 Cowardin Avenue, Richmond, VA 23224; 221 Cowardin Avenue, Richmond, VA 23224; 223 Cowardin Avenue, Richmond, VA 23224; 225 Cowardin Avenue, Richmond, VA 23224; 227 Cowardin Avenue, Richmond, VA 23224; 1720 Wall Street, Richmond, VA 23224; 1731 Wall Street/201 W. 19th Street, Richmond, VA 23224; 1910 Wall Street, Richmond, VA 23224; 210 W. 19th Street, Richmond VA 23224; 215 W. 19th Street, Richmond VA 23224; 217 W. 19th Street/219 W. 19th Street, Richmond VA 23224; 318 W. 19th Street/1901 Wall Street, Richmond VA 23224; 1919 Porter Street, Richmond, VA 23224; and 1916 Bainbridge Street, Richmond, VA 23224 (collectively, the "Real Property"). The legal descriptions of the Real Property are attached hereto as **Exhibit A**. The FCR debt represents at least 95 percent of the Debtor's pre-petition liabilities.

2. After a year in chapter 11, the Debtor had not filed a plan of reorganization and was facing the prospect of having to sell its real property to another church. FCR supported the sale, although the proceeds would not repay the FCR debt in full.

3. By order dated January 6, 2015 [D.N. 203], the Trustee was appointed. After extensive investigation, the Trustee determined that it was in the creditors' and estate's best

interest that the Debtor pursue a restructuring rather than a sale. To that end, the Trustee embarked on a negotiation of an agreed restructuring of the FCR loan.

4. On July 13, 2015, the Trustee, as plan proponent, filed his Amended Chapter 11 Plan of Reorganization [D.N. 318] (the “Plan”) accompanied by an Amended Disclosure Statement [D.N. 319].

5. The centerpiece of the Plan provided for a restructuring of the Debtor’s secured loan with FCR, which would be funded by (i) increased tithes and offerings from the Debtor’s congregation, as well as (ii) rental income from various tenants who leased many of the Debtor’s out-parcels and unused office space. The Plan anticipated the Debtor would grant FCR liens on certain of the Debtor’s unencumbered real property, in exchange for a restructured loan. The condition precedent of an agreed restructured loan never occurred, and, thus, FCR never obtain the additional liens.

6. The Plan also provided for a 100 percent distribution to all creditors, including administrative professionals (each of whom deferred payments to be made post-confirmation over a period of 18 months), priority tax creditors (due on the Effective Date of the Plan), and unsecured creditors (a total of approximately \$100,000, payable over a period of 36 months starting July 2017).

7. On January 13, 2016, the Court entered the Findings of Fact, Conclusions of Law, and Order Confirming the Trustee’s Chapter 11 Plan of Reorganization [D.N. 379] (the “Confirmation Order”). On January 28, 2016, the Trustee filed a Notice of (I) Entry of Order Confirming Trustee’s Chapter 11 Plan of Reorganization and (II) Administrative Claims Bar

Date [Docket No. 388] (the “Confirmation Notice”). The Confirmation Notice provided for an effective date of the Plan of March 1, 2016 (the “Effective Date”).

8. Following the Effective Date, the Debtor’s management, with the Trustee’s oversight, undertook to comply with the terms of the Plan. To that end, the Debtor and Trustee engaged with FCR to negotiate the terms of a restructured loan. Unfortunately, unforeseen circumstances prohibited the Debtor from reaching a final agreement with FCR, thus leading to its inability to substantially consummate the Plan.

9. The Debtor anticipated its exit from over two years in bankruptcy would result in an increased enthusiasm for the church and a growth in membership, tithes and offerings. In the 15 months since the Effective Date, however, membership has declined, and tithes and offerings have suffered. Combined, the lack of increased tithes as well as decreased rental income prohibited the Debtor from committing to final terms of a restructured loan with FCR.

10. On June 30, 2017, FCR filed an adversary proceeding (AP No. 17-04465) seeking a declaration that it holds a lien on *all* the Debtor’s real property and seeking relief from stay to conduct a foreclosure sale. A trial is scheduled for January 4, 2018.

11. Also on June 30, 2017, the Trustee filed a Motion to Modify Plan of Reorganization (“Motion to Modify Plan”) [D.N. 423] to permit the Trustee to modify the Plan and sell the Debtors’ Real Property in satisfaction of the obligations to the creditors under the Plan.

12. The Court held a hearing on the Motion to Modify Plan on August 16, 2017 (“Plan Modification Hearing”). At the Plan Modification Hearing, the Debtor, through counsel, advised the Court of a third party letter of intent to purchase the Debtors’ Real Property. The

Trustee, the Debtor, and FCR agreed to a period of time to allow the Trustee to seek a buyer for the Real Property. The Court conducted a subsequent status conferences on October 5, 2017, and November 2, 2017, at which the Trustee advised of the progress of selecting a buyer.

13. On October 4, 2017, the Trustee filed his Notice regarding Sale of Real Property [D.N. 437] wherein he detailed his efforts to market and sell the Real Property and the emergence of two serious bidders for the Real Property: (i) a local real estate developer; and (ii) a church, United Nations Church International, Inc. (“**UNCI**”).

14. UNCI has been in operation in Richmond since 2003. Its congregation consists of 700+ parishioners. UNCI has outgrown its current space on Midlothian Turnpike and is seeking a larger facility for its growing ministry. UNCI began conducting its services at RCC in September 2017. UNCI and RCC have engaged in extensive discussions regarding a merger of the two organizations.

15. On November 10, 2017, the Trustee entered into a Real Estate Purchase Agreement (“**Purchase Agreement**”) with UNCI for the sale of all of Debtor’s Real Property for \$2,905,000. A copy of the Purchase Agreement is attached hereto as **Exhibit B**.

16. The Trustee anticipates that the sale proceeds are sufficient to pay FCR and unsecured creditors 100% percent of their allowed claims, consistent with the Plan.

RELIEF REQUESTED

17. By this Motion to Sell, the Trustee seeks entry of an order under Bankruptcy Code §§ 105 and 363 approving the proposed sale of the Real Property to UNCI free and clear of any liens, claims, encumbrances, and interest, in accordance with the Purchase Agreement. The Trustee believes that the proposed sale of the Real Property under the Purchase Agreement

serves a sound business purpose because, without such a sale, the Debtor's estate will incur additional administrative expenses and the Debtor faces the threat that if FCR prevails in its adversary proceeding, then FCR may sell the Real Property for less than it is worth. In that instance, the Estate's creditors are unlikely to receive any distribution as FCR's secured claim will exhaust any foreclosure proceeds. Further, RCC will be forced to relocate and its continuation as a faith-based organization will be seriously jeopardized.

RELEVANT TERMS OF THE PURCHASE AGREEMENT

18. UNCI agrees to purchase the Debtor's Real Property for a purchase price of \$2,905,000.00. UNCI obligation to purchase the Real Property is conditioned upon obtaining the closing of the sale of its current facility on or before December 15, 2017.

19. Within five days of executing the Purchase Agreement, UNCI shall deliver a \$200,000 deposit to LeClairRyan, located in Richmond, Virginia.

20. Closing under the Purchase Agreement will take place on or before December 15, 2017 ("**Closing**").

21. Debtor's obligation to consummate the Closing is expressly conditioned upon the Court's approval of the Purchase Agreement.

AUTHORITIES AND ARGUMENT

22. Bankruptcy Code § 363, in relevant part, provides that a debtor-in-possession, "after notice and a hearing, may use, sell, or lease other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1); *see also* 11 U.S.C. § 1107(a); *In re WBQ P'ship*, 189 B.R. 97, 102 (Bankr. E.D. Va. 1995). Sales under this section may be conducted either publicly or privately. *See* Fed. R. Bankr. P. 6004(f).

23. This and other courts have adopted the so-called sound-business-purpose test for § 363 sales. See *In re WBQ P'ship*, 189 B.R. at 102. Under this test, sales are permissible “when a sound business purpose dictates such action.” *Id.* (quoting *Stephens Indus., Inc. v. McClung*, 789 F.2d 386, 390 (6th Cir. 1986)). To satisfy the test, a debtor-in-possession must prove that “(1) a sound business reason or emergency justifies a pre-confirmation sale; (2) the sale has been proposed in good faith; (3) adequate and reasonable notice of the sale has been provided to interested parties; and (4) the purchase price is fair and reasonable.” *Id.* (citations omitted).

24. The Trustee’s proposed sale of the Real Property to UNCI meets each of these elements. First, a sound business reason exists for the sale. The Trustee was appointed in this case on January 6, 2015. Although the Plan was confirmed in this case, conditions outside of Debtor’s control did not allow the Plan be to funded as anticipated. The Debtor’s congregation is tenuous and it has had issues with its tenants, both of which have caused a substantial disruption in Debtor’s cash flow. The sale will permit the Debtor to continue its operations in connection with UNCI in a financially sound manner. Further, UNCI has indicated that it will allow the current tenants to remain in the Real Property, thus maintaining continuity of rental revenue.

25. Second, the sale has been proposed in good faith. The Purchase Agreement was negotiated at arm’s length, and its terms were reviewed by counsel for both sides.

26. Third, adequate and reasonable notice of the sale has been provided to all interested parties. The Trustee’s motion to modify has been pending since June 30. The Court has held three subsequent status conferences. The media has extensively covered the Trustee’s efforts to sell.

27. And fourth, the purchase price is fair and reasonable. The Purchase Agreement will permit RCC to comply with the Plan by satisfying both FCR and unsecured creditors in full. The Debtor supports the sale. The Trustee believes that it would not be able to command a higher price for the Real Property through an auction. The Trustee undertook an extensive sale process and entertained offers from numerous parties for a period of six months. UNCI's offer was superior to that of any other prospective purchaser. Also, the delay that would accompany an auction would only cause further deterioration in the value of the Real Property and increase the administrative costs.

28. Because the sale meets all of the requirements of the sound-business-purpose test, it should be approved.

The Proposed Sale of the Assets Should Be Free and Clear.

29. Under § 363(f) of the Bankruptcy Code, a trustee may sell any or part of its property free and clear of any liens, claims, encumbrances, or interests.

30. The Trustee believes that any entity asserting a lien, claim, encumbrance, or interest in the Real Property will be protected because the order approving the sale will provide that any such lien, claim, encumbrance, or interest will attach to the net proceeds of the sale attributable to the collateral of a secured creditor, subject to any claims or defenses that the Debtor may have to such lien, claim, encumbrance, or interest. The Trustee has also negotiated with FCR for a release of its lien upon the payment of \$2,450,000. Accordingly, a sale of the Real Property free and clear of any liens, claims, encumbrances, or interests, with any such liens, claims, encumbrances, or interests attaching to the net proceeds of the sale, is appropriate and should be approved.

31. UNCI is not an insider of the Debtor; it has agreed to purchase the Real Property after an arm's length negotiation; it is a bona fide purchaser within the meaning of Bankruptcy Code § 363(m); and the consideration that it will or has paid constitutes "value" for the Real Property.

CONCLUSION

WHEREFORE, for the foregoing reasons, Bruce H. Matson, Chapter 11 Trustee, respectfully requests that the Court enter an order substantially in the form attached hereto as **Exhibit C**, granting the Motion to Sell and such other relief as the Court deems just and proper.

BRUCE H. MATSON, CHAPTER 11 TRUSTEE

/s/ Christopher L. Perkins
Counsel

Christopher L. Perkins (Virginia Bar No. 41783)
Jonathan A. Haist (Virginia Bar No. 90764)
LECLAIRRYAN, A PROFESSIONAL CORPORATION
919 E. Main Street, 24th Floor
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Counsel to Bruce H. Matson, Chapter 11 Trustee

CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of November, 2017, a true and correct copy of the foregoing Trustee's Motion to Sell Real Property Free and Clear and Memorandum in Support Thereof was served electronically or by first-class mail, postage-prepaid, to the parties on the attached Service List and to:

Robert B. VanArsdale, Esq.
OFFICE OF THE UNITED STATES TRUSTEE
701 East Broad Street - Suite 4304
Richmond, Virginia 23219
Assistant U.S. Trustee

Kevin J. Funk, Esq.
DurretteCrump PLC
1111 East Main Street, 16th Floor
Richmond, Virginia 23219
Counsel to the Debtor

W. Lee Harris
Midlothian Legal Associates
10132 Hull Street Road, Unit D
Midlothian, VA 23113
Counsel to the Purchaser

Paul K. Campsen
Kaufman & Canoles, P.C.
150 West Main Street
Suite 2100
Norfolk, Virginia 23510
Counsel to Foundation Capital Resources, Inc.

/s/ Christopher L. Perkins
Counsel

**EXHIBIT A
LEGAL DESCRIPTION OF REAL PROPERTY**

1721 Wall Street/214 Cowardin Ave (Tax ID S0000246010):

ALL that certain lot, piece or parcel of land with improvements thereon and appurtenances thereunto belonging, lying and being in the City of Richmond, Virginia, and fronting on Cowardin Avenue, designated as parcels A, B, and C, on the subdivision plat entitled "Martin Tract," prepared by George M. Stephens, Jr., dated September 28, 1984, recorded November 26, 1984, in Plat Book 36, page 46, of the Clerk's Office, Circuit Court City of Richmond, Virginia, reference being made to such plat for a more particular description of the land.

LESS AND EXCEPT the portion of the insured premises conveyed to the Commonwealth of Virginia by deed from Stephen A. Parson, Henry Reynolds and Brenda G. Parson, Trustees of Richmond Christian Center, dated May 27, 1987, recorded August 3, 1987, in the aforesaid Clerk's Office, in Deed Book 135, page 1938.

318 West 19th Street/1901 Wall Street (Tax ID S0000299001):

Tract 1:

ALL that certain lot, piece or parcel of land, lying and being in the City of Richmond, Virginia, together with all improvements thereon and more particularly described as follows, to-wit:

Beginning at a stone marking the intersection of the northern line of Wall Street with the western line of 19th Street and thence running in a westerly direction along the northern line of Wall Street 188.0 feet to a point; thence in a northwesterly direction to a point in the eastern line of the Atlantic Coast Line Railway right of way 83.3 feet; thence in a northerly direction along the eastern line of the Atlantic Coast Line Railway right of way to a point in the southern line of Perry Street 192.3 feet; thence in an easterly direction along the southern line of Perry Street 107.7 feet to a stone marking the intersection of the southern line of Perry Street with the western line of 19th Street; thence in a southerly direction along the western line of 19th Street, 259.7 feet to the point and place of beginning.

Tract 2:

ALL that certain lot, piece or parcel of land, lying and being in the City of Richmond, Virginia, together with all improvements thereon, and more particularly described as follows, to-wit:

Beginning at a stone marking the intersection of the northern line of Wall Street with the eastern line of the Atlantic Coast Line Railroad and thence running in an easterly direction along the northern line of Wall Street 29.8 feet to a point; thence in a northerly direction 83.3 feet to the aforesaid railroad right of way; thence along the said right of way in a southerly direction 87.8 feet to the point and place beginning, all as shown on plat of survey made by William N. Lewis, Certified Surveyor, dated January 12, 1959 and recorded with the deed recorded in Deed Book 249, page 5.

210 W. 19th Street (Tax ID S0000298010):

ALL that certain lot, piece or parcel of land, together with all improvements thereon, designated as No. 210 West 19th Street (formerly Pocahontas Street), lying and being in the City of Richmond, Virginia, described as follows to-wit:

Commencing at a point distant 103 feet 6 inches from the intersection of the west line of West 19th Street and the south line of Wall Street, thence running and fronting on said west line of West 19th Street 51 feet 9 inches toward said Wall Street and running back between parallel lines 120 feet to an alley.

1910 Wall Street (Tax ID S0000298001):

ALL that certain lot, piece or parcel of land, with improvements thereon and appurtenances thereto belonging, lying and being in the City of Richmond, formerly Manchester, Virginia, and described as follows:

Beginning at a point on the east line of Wall Street one hundred and thirty (130) feet south of Nineteenth Street, formerly Pocahontas Street, this point of beginning being the point of intersection of the east line of Wall Street with the south line of an alley ten (10) feet wide; thence running along the said east line of Wall Street about one hundred and three-twelfths (100 3/12) feet to the Northern line of the Atlantic Coast Line Railway Company's Right of Way; thence in an easterly direction along the northern line of said right of way to the western line of 1911 Porter Street; Thence along the said western line of 1911 Porter Street and extending to the south line of said alley ten (10) feet wide; thence in a westerly direction along the south line of said alley ten (10) feet wide about one hundred and thirty (130) feet to the said point of beginning.

201 W. 19th Street a/k/a 1731 Wall Street (Tax ID S0000246009):

ALL that certain lot, piece or parcel of land, together with all improvements thereon lying and being in the City of Richmond, Virginia, designates as No. 201 West 19th Street and being

“parcel C” on the subdivision plat entitled “Martin Tract” prepared by George M. Stephens, Jr., dated September 28, 1984, and recorded November 26, 1984, in the Clerk’s Office of the Circuit Court for the City of Richmond, Virginia, in Plat Book 36, page 46.

LESS AND EXCEPT that portion of the property conveyed to the Commonwealth of Virginia by deed from Stephen A. Parson, Henry Reynolds and Brenda G. Parson, Trustees of Richmond Christian Center, dated May 27, 1987, recorded August 3, 1987, in the aforesaid Clerk’s Office, in Deed Book 135, page 1938.

216 Cowardin Avenue (Tax ID S0000246005):

ALL that certain lot, piece or parcel of land with improvements thereon and appurtenances thereto belonging, lying and being in the City of Richmond, Virginia, identified in the tax records as 0.45 acres, “Martin Tract Parcel A,” being part of that property bounded by Cowardin Avenue, Perry Street, 19th Street and Wall Street, designated as Parcels A, B, and C on the subdivision plat entitled “Martin Tract” prepared by George W. Stephens, Jr., dated September 28, 1984, and recorded November 26, 1984, in Plat Book 36, page 46, of the Clerk’s Office, Circuit Court, City of Richmond, Virginia, reference being made to such plat for a more particular description of the land.

217 a/k/a 219 West 19th Street (Tax ID S0000245025):

ALL that certain lot, piece or parcel of land, lying and being in the City of Richmond, Virginia, together with all improvements thereon, and designated as 217 and 219 West 19th Street and more particularly described as follows, to-wit:

Beginning at a point on the southeast corner of 19th Street and Wall Street, fronting 60 feet on the eastern side of 19th Street, thence running back from said front between parallel lines a distance of 120 feet.

215 West 19th Street (Tax ID S0000245022):

ALL that certain lot, piece or parcel of land, lying and being in the City of Richmond, Virginia, together with all improvements thereon, and designates as 215 West 19th Street and more particularly described as follows, to-wit:

Beginning at a point on the east line of 19th Street, 120 feet from its intersection with the north line of Porter Street, thence running and fronting along the said east line of 19th Street, northwardly 80 feet, thence running back from said front in an easterly direction at right angles and between parallel lines a distance of 120 feet.

1720 Wall Street (Tax ID S0000245001):

ALL that certain lot, piece or parcel of land, on the south side of Wall Street, in the City of Richmond, Virginia, and more particularly described as follows:

Beginning at the intersection of the southern line of Wall Street with a ten (10) foot alley immediately in the rear of the property formerly owned by John O'Brien; thence running along the southern line of Wall Street towards the Atlantic Coast Line Railroad One Hundred Twenty (120) feet; thence running back between the westerly line of said alley and a line parallel therewith One Hundred Thirty (130) feet, more or less.

227 Cowardin Avenue (Tax ID S0000201030):

ALL that certain lot, piece or parcel of land, together with the improvements thereon, lying and being in the City of Richmond, Virginia, designated as No. 227 Cowardin Avenue, between Perry and Porter Streets, and more particularly described as follows:

Commencing at a point on the eastern line of Cowardin Avenue (as recently widened) distant thereon 28.5 feet south of the southern line of Perry Street, thence from said point of beginning extending southwardly along the eastern line of Cowardin Avenue and fronting thereon 28.5 feet, more or less, and from said front extending back eastwardly between parallel lines, the northern thereof being 79.83 feet, more or less, in length and the southern thereof being 79.74 feet, more or less, in length to an alley in the rear.

LESS AND EXCEPT the portion of the property conveyed to the State Highway Commissioner of Virginia recorded in Deed Book 75, page 886.

225 Cowardin Avenue (Tax ID S0000201029):

All that certain lot, piece or parcel of land, together with the improvements thereon, lying and being in the City of Richmond, Virginia, designated as No. 225 Cowardin Avenue, lying and being in the City of Richmond, Virginia, and more particularly described as follows:

Beginning at a point in the eastern line of Cowardin Avenue 57 feet, more or less, south of the southerly line of Perry Street; thence running and fronting along the eastern line of Cowardin Avenue in a southerly direction 28 feet, more or less, to a point; thence back from said front between parallel lines, or lines nearly parallel; 79.74 feet to an alley in the rear.

LESS AND EXCEPT that portion of the property conveyed to the State Highway Commissioner of Virginia recorded in Deed Book 75, page 886.

221 Cowardin Avenue (Tax ID S0000201027):

ALL that certain lot, piece or parcel of land, lying and being in the City of Richmond, Virginia, together with all improvements thereon, and designated as No. 221 Cowardin Avenue and more particularly described as follows, to-wit:

Beginning at a point on the eastern line of Cowardin Avenue, distant thereon 115.02 feet south of the south line of Perry Street, thence running southwardly along the said eastern line of Cowardin Avenue and fronting thereon 40 feet, thence running back easterly between parallel lines, the northern of which is 152.34 feet long and the southern line of which is 152.27 feet long.

LESS AND EXCEPT that portion of the property conveyed to the Commonwealth of Virginia in Deed Book 75, page 886.

219 Cowardin Avenue (Tax ID S0000201026):

ALL that certain lot, piece or parcel of land, together with the improvements thereon, lying and being in the City of Richmond, Virginia, together with all improvements thereon, and designated as No. 219 Cowardin Avenue, and being more particularly described as follows:

Commencing at a pin marked by a rod on the easterly line of Cowardin Avenue distant 150 feet, more or less, north of the north line of Porter Street, the said point of beginning being also on the north line of a 14 foot alley extending eastwardly from Cowardin Avenue, thence from said point of beginning extending northwardly along the fronting on the east line of Cowardin Avenue 35.44 feet, more or less, to the southerly line of the land formerly owned by J. R. Smith; thence extending back eastwardly from said frontage between the northerly line being 148.52 feet, more or less, in length, and the southerly line being 155.82 feet, more or less, in length, to the westerly line of the land conveyed by deed of record in the Hustings Court of the City of Richmond, Part II, Virginia Clerk's Office, in Deed Book 61-B, page 462.

LESS AND EXCEPT that portion of the property conveyed to the State Highway Commissioner of Virginia recorded in Deed Book 75, page 886.

223 Cowardin Avenue (Tax ID S0000201028):

ALL that certain lot, piece or parcel of land, together with the improvements thereon, lying and being in the City of Richmond, Virginia, designated as No. 223 Cowardin Avenue, between Perry and Porter Streets, and more particularly described as follows:

Beginning at a point in the eastern line of Cowardin Avenue distant thereon in a southerly direction 85 feet from the intersection of said line of Cowardin Avenue, with the southern line of Perry Street, thence extending southwardly along the eastern line of Cowardin Avenue and fronting thereon 30.02 feet, thence extending back eastwardly between slightly diverging lines,

the northern line being parallel with the southern line of Perry Street 79.74 feet in length and the southern line being 78.81 feet in length to an alley in the rear 10 feet wide on which said lot abuts 35 feet, according to plat of survey made by William M. Lewis, Certified Surveyor, dated February 4, 1944, and recorded in the Clerk's Office of the Hustings Court, Part II of the City of Richmond, Virginia, in Plat Book 4, page 164.

LESS AND EXCEPT that portion of the property conveyed to the State Highway Commissioner of Virginia recorded in Deed Book 75, page 886.

1919 Porter Street (Tax ID S0000298016):

ALL that certain lot, piece or parcel of land, lying and being in the City of Richmond, Virginia, together with all improvements thereon, being known as 1919 Porter Street, designated as Lot 1, Block A, Section A, Paradise Place, as shown on plat of subdivision recorded in Plat Book 43, pages 64 and 65.

1916 Bainbridge Street (Tax ID S0000295005):

ALL that certain lot, piece or parcel of land, lying and being in the City of Richmond, Virginia, together with all improvements thereon, and designated as 1916 Bainbridge Street and more particularly described as follows, to-wit:

Beginning at a point 81 feet from the southeast corner of Bainbridge Street and 20th Street towards 19th Street, fronting 21 feet on said south line of Bainbridge Street, thence running back from said front between lines not parallel a distance of 148 feet to a 10 foot alley.

Exhibit B

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the 10th day of November, 2017, by and between **UNITED NATIONS CHURCH INTERNATIONAL OF VA, INC.**, a Virginia corporation (referred to herein as, the "Purchaser"), and **BRUCE H. MATSON, CHAPTER 11 TRUSTEE OF RICHMOND CHRISTIAN CENTER, INC.**, a Virginia corporation, (the "Seller"), and provides as follows:

1. THE PROPERTY.

1.1 Real Property. Seller agrees to sell and convey, and Purchaser agrees to purchase, Seller's real property located at the following locations:

214 Cowardin Avenue/1721 Wall Street	S0000246010
216 Cowardin Avenue	S0000246005
219 Cowardin Avenue	S0000201026
221 Cowardin Avenue	S0000201027
223 Cowardin Avenue	S0000201028
225 Cowardin Avenue	S0000201029
227 Cowardin Avenue	S0000201030
1720 Wall Street	S0000245001
1731 Wall Street/201 W. 19 th Street	S0000246009B
1910 Wall Street	S0000298001
210 W. 19 th Street/218 W. 19 th Street	S0000298010
215 W. 19 th Street	S0000245022
217 W. 19 th Street/219 W. 19 th Street	S0000245025
318 W. 19 th Street/1901 Wall Street	S0000299001
1919 Porter Street	S0000298016
1916 Bainbridge Street	S0000295005

in Richmond, Virginia 23224, as more particularly described in **EXHIBIT A** attached hereto and by this reference made a part hereof, together with all improvements thereon and appurtenances thereunto belonging (collectively, the "Real Property").

1.2 Personal Property Included. Included with the sale of the above Real Property is all personal property and fixtures located within or attached to said Real Property (collectively the "Personal Property") at the ratification and delivery of this Agreement, unless otherwise noted.

2. PURCHASE PRICE AND DEPOSIT.

2.1 Purchase Price. The total purchase price shall be **Two Million Nine Hundred Five Thousand and 00/100 Dollars (\$2,905,000.00)** (the "Purchase Price").

2.2 Deposit. Within five (5) Business Days after the ratification and delivery of this Agreement, Purchaser shall deliver to LeClairRyan, located in Richmond, Virginia (the "Escrow

Agent”), an earnest money deposit in the amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00) (the “Deposit”). The Escrow Agent may conclusively rely upon and act in accordance with any certificate, instructions, notice, letter, email, facsimile and/or other written instrument believed to be genuine and to have been signed or communicated by the proper party or parties.

3. TITLE MATTERS.

3.1 Marketable Title.

(a) Real Property. Seller shall convey good and marketable fee simple title to the Real Property by Special Warranty Deed, subject only to general taxes for the current year not yet due and payable and utility easements which do not interfere with the present use of the Property. Title shall be free from any and all liens or mortgages and Seller shall be responsible for any prepayment penalties necessary to deliver such free title.

(b) Personal Property. Personal Property shall, at request of Purchaser, be transferred by an absolute bill of sale, subject only to such matters as may be otherwise provided for herein.

3.2 Title Defects; Election to Cure. Within 30 days after the ratification and delivery of this agreement, Purchaser shall cause a title company to issue a title commitment, at Purchaser’s sole cost and expense, with such coverage as Purchaser deems appropriate in the amount of the Purchase Price and loan amount and insuring Purchaser’s fee simple ownership of the Property to be acquired hereunder, subject only to title exceptions acceptable to Purchaser, in its sole discretion. Additionally, Purchaser may, during the Study Period, order an ALTA/ACSM land title survey or other survey of the Property prepared by a qualified registered surveyor in the jurisdiction in which the property is located in the form and with such certifications as desired by Purchaser (the “Survey”). The cost of such Survey shall be borne by Purchaser. If Purchaser’s examination of the Commitment and/or the Survey reveal facts which in the opinion of Purchaser or its attorney constitute objections to or affect the marketability of title to, or Purchaser’s desired use of, the Property, Purchaser shall give written notice of any defects (“Defects”) in title to Seller’s counsel within five (5) business days after Purchaser’s receipt of the later of the Commitment or Survey. Seller may, at its option, elect whether to cure said Defects (with a mutually agreed upon extension of the Closing date) or indicate its intention not to cure by written notice to Purchaser within five (5) days of receipt of Purchaser’s notice of Defects.

3.3 Election Not to Cure Defects. Should Seller elect not to cure Defects, or be incapable, after using commercially reasonable efforts, to cure such Defects, this Agreement, at Purchaser’s option, shall either be void in which case each party shall thereupon be released from all obligations hereunder and the Deposit shall be immediately returned to Purchaser, or Purchaser may elect to proceed to Closing.

4. ASSIGNMENT AND ASSUMPTION OF PARISHIONERS’ NOTES. Purchaser shall assume, at Closing, the six (6) Victory Campaign Notes (the “Notes”) executed by

Richmond Christian Center, Inc. ("RCC") in favor of six parishioners of RCC. The Trustee shall have no obligation with respect to the Notes.

5. CLOSING; SELLER'S OBLIGATIONS AT CLOSING; PURCHASER'S OBLIGATIONS AT CLOSING.

5.1 **Closing.** The closing of the transaction contemplated by this Agreement (the "Closing"), will be held no later than December 15, 2017. Should this transaction fail to close by December 15, 2017, Purchaser agrees that the Deposit shall be immediately paid to Seller as damages.

5.2 **Seller's Obligations at Closing.** At Closing, Seller shall execute and deliver to Purchaser the Special Warranty Deed referred to in Section 3.1 hereof and an Assignment and Assumption Agreement in regards to the Notes being assumed by Purchaser.

5.3 **Purchaser's Deliveries.** At Closing and contemporaneously with the Seller's compliance with the provisions of Section 5.2 and delivery of a countersigned Assignment and Assumption Agreement in regards to the Notes being assumed by Purchaser, Purchaser shall pay to Seller the balance of the Purchase Price.

5.4 **Possession.** Possession shall be given at Closing.

6. CLOSING COSTS; ADJUSTMENTS; RIGHTS OF THE PARTIES; RISK OF LOSS; AND CONDEMNATION.

6.1 **Costs.** Seller shall pay the costs of preparing the Special Warranty Deed, all recording fees and grantor's taxes for the Special Warranty Deed in connection with the transfer of title to Purchaser of the Property. Purchaser shall pay grantee's taxes, and all costs incurred in connection with the physical inspection of the property, environmental reports and other such investigations, and all search fees and premiums for the owner's title policy, any loan insurance policy and endorsements for either policy. Each party shall pay its own legal, accounting and other expenses incurred in connection with this Agreement or Closing hereunder, except as otherwise provided herein upon a default.

6.2 **Prorations.** All taxes and known assessments, rents, utilities and any other sums normally and usually pro-rated in the sale of commercial property in the metropolitan area in which the property is located, shall be pro-rated as of the date of Closing.

6.3 **Waste; Continuing Operations.** Pending Closing, the Seller shall neither commit nor permit waste to the Property, shall maintain the Property in good repair and condition, shall operate the Property solely in the normal course of its business.

6.4 **Risk of Loss; Damage to Property.** The Property shall be held at the risk of the Seller until legal title has passed or possession has been given to the Purchaser, and the Seller shall continue all insurance policies on the Property and shall continue said insurance policies in

force until Closing. If, prior to Closing, any part of the Property is damaged by fire or other casualty, Seller shall repair such damage before the date provided herein for Closing. If such damage cannot be repaired by such time, this Agreement may be terminated at the option of Purchaser. In the event of termination as aforesaid, this Agreement shall become null and void and the parties shall be released and the Deposit shall be returned to Purchaser. Should Purchaser elect to carry out this Agreement despite such damage, Seller shall assign to Purchaser all insurance proceeds arising from such damage. Seller shall promptly notify Purchaser in writing upon the occurrence of any such damage.

6.5 **Condemnation.** In the event of any actual or threatened taking, pursuant to the power of eminent domain, of all or any part of the Property, or any actual or proposed sale in lieu thereof, the Seller shall give written notice thereof to the Purchaser promptly after Seller learns or receives notice thereof. Upon a taking of all or any part of the Property, Purchaser may elect to either (a) terminate this Agreement, in which event the Deposit shall be immediately returned to Purchaser and all other rights and obligations of the parties hereunder shall terminate immediately, or (b) to waive its right to terminate this Agreement and proceed to Closing, in which event all proceeds, awards and other payments arising out of such condemnation or sale (actual or threatened) shall be paid to the Purchaser at Closing, if such payment has been received, or Seller shall assign to Purchaser the rights to such payments.

7. CONDITIONS PRECEDENT TO THE SELLER'S CONSUMMATING CLOSING.

The Seller's obligation to consummate Closing hereunder is expressly conditioned upon the affirmative approval of the transaction contemplated in this Agreement by the U.S. Bankruptcy Court. Should the U.S. Bankruptcy Court fail to approve the transaction contemplated herein, Seller shall terminate this Agreement by written notice to Purchaser. Upon receipt of written notice of termination, Purchaser shall receive from Escrow Agent a return of the Deposit, whereupon this Agreement shall become null and void and of no further force or effect.

The U.S. Bankruptcy Court shall enter a Sale Order. The Sale Order shall be in full force and effect, shall not be stayed or subject to any appeal, shall not have been modified or amended without the written consent of the parties and shall not have been reversed or vacated; provided, that the foregoing condition as it applies to the absence of any appeal may be waived by Purchaser without the consent of the Seller

8. CONDITIONS PRECEDENT TO THE PURCHASER'S CONSUMMATING CLOSING.

The Purchaser's obligation to consummate Closing hereunder is expressly conditioned upon the satisfaction of the following (which may be waived in writing, in whole or in part, by the Purchaser at or prior to the Closing):

8.1 Title to the Property shall be as described in Section 3.1 of this Agreement.

8.2 There shall be no condemnation or similar proceeding(s) instituted or threatened against the Property; there shall be no unrepaired damage to the Property caused by fire or other casualty prior to the Closing.

8.3 There shall have been no material adverse change in the condition of the Property since the date of this agreement.

8.4 There shall have been no breach of any of the representations or warranties made by the Seller herein, all such representations and warranties shall be true and correct as of the date of this Agreement and as of the Closing date, and the Seller shall have performed all undertakings and obligations and complied with all conditions required by this Agreement to be performed or complied with by the Seller on or before the Closing date.

8.5 The Purchaser shall have closed and settled the pending Sales Contract dated November 6, 2017 with The Liberation Church, Inc. for 5200 Midlothian Turnpike, Richmond, VA 23225.

9. REPRESENTATIONS AND WARRANTIES BY THE SELLER. The Seller makes to the Purchaser the following covenants, representations and warranties and the Seller covenants, represents and warrants to the Purchaser that the specific warranties and representations contained herein are true and will be true, accurate and correct, in accordance with the terms thereof, on the date hereof and as of Closing with the same force and effect as though such representation and warranties were to be initially made on Closing.

9.1 Seller has, and will have on the Closing date, good and marketable fee simple title to the Property, and there shall be no mechanic's liens or broker liens or other claims which could result in any such lien (whether or not perfected) on or affecting the Property at the Closing.

9.2 There are no pending condemnations or similar proceedings affecting the Property or any portion(s) thereof, nor does the Seller know, or have reason to suspect, that any such action is presently threatened or contemplated.

9.3 There are no parties in possession of any portion(s) of the Property other than those tenants under current leases provided to Purchaser. The Seller has no actual knowledge of any claims of adverse possession.

9.4 To the best of the actual knowledge of the Seller, Seller has obtained all governmental permits, licenses, certificates of inspection and other authorizations necessary to operate the Property and to conduct its business where and in the manner presently conducted, and all such permits, licenses, certificates of inspection and other authorizations are current and valid to the extent, as applicable in accordance with local law, as may be required.

9.5 The Seller shall be responsible for the payment of all its federal, state, local franchise, business, real and personal property tax and foreign and other taxes (including special assessments, interest and penalties), all utility charges, and all other operating costs, accrued or

payable, relating to the Property to the Closing and for all years and periods prior thereto for which the Seller may be liable or later become liable. The Seller has filed or caused to be filed all federal, state and local income, sales, use, workers' compensation, unemployment compensation, property and other tax returns and reports required to be filed through the Closing, and the Seller has paid all taxes, interest and penalties due thereon and on all employee withholdings.

10. DEFAULT.

10.1 By Purchaser. If Purchaser defaults in performing any of its obligations under this Agreement, Seller shall have the right to terminate this Agreement by written notice to Purchaser, in which event the Escrow Agent shall deliver the Deposit to Seller and Seller shall retain the Deposit as liquidated damages, the actual damages being difficult if not impossible to determine.

10.2 By Seller. If Seller defaults in performing any of its obligations under this Agreement, or if any of Seller's representations or warranties contained herein are not true in all material respects as of Closing, then Purchaser shall have the right either to (i) terminate this Agreement by written notice to Seller and receive from Escrow Agent a return of the Deposit, whereupon this Agreement shall become null and void and of no further force or effect, except as expressly provided herein, (ii) seek specific performance of Seller's obligation to convey title to the Property hereunder; or (iii) waive such default and proceed to Closing. If Purchaser elects to pursue its option (ii) above, Purchaser shall be entitled to an award from a court for any costs incurred by Purchaser, including reasonable attorneys' fees, in pursuing option (ii) above. Notwithstanding the foregoing, if Seller is in willful default of its obligation to convey the Property hereunder, Purchaser shall be entitled to reimbursement by Seller of all of Purchaser's reasonably out of pocket costs incurred in the performance of this Agreement, including reasonable attorneys' fees and court costs and all interest that accrues or might be awarded on such amounts.

11. MISCELLANEOUS PROVISIONS.

11.1 Successors and Assigns. All of the terms, provisions of and obligations under this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. It is specifically agreed by Seller that Purchaser, in its sole and absolute discretion, may assign its rights under this Agreement, to an affiliate or any entity controlled by Purchaser or under common control with Purchaser.

11.2 Notices. Whenever any notice, consents, request, instruction, approvals and other communications provided for herein is requested, such notice, consents, requests, instructions, approvals and other communications shall be validly give, made or served if in writing and delivered personally or by recognized overnight courier, sent via certified mail, sent via facsimile, sent via e-mail or postage pre-paid, at the following address:

PURCHASER:

United Nations Church International of VA
c/o Bishop Orrin Pullings
5200 Midlothian Turnpike

Richmond, Virginia 23225

WITH COPY TO: W. Lee Harris, Esq.
Midlothian Legal Associates
10132 Hull Street Road #D
Midlothian, Virginia 23112

SELLER: Bruce H. Matson
Chapter 11 Trustee of Richmond Christian Center, Inc.
LeClairRyan
East Main Street
Twenty-Fourth Floor
Richmond, Virginia 23219
Email: bruce.matson@leclairryan.com
Phone: (804)343-4090

WITH COPY TO: LeClair Ryan
Christopher Perkins, Esq.
919 East Main Street
Twenty-Fourth Floor
Richmond, Virginia 23219
Email: Christopher.perkins@leclairryan.com
Fax: (804) 783-7550

Any such notice, consents, requests, instructions, approvals and other communications which shall be served upon either of the parties in the manner aforesaid shall be deemed sufficiently given for all purposes hereunder (a) at the time such notices, consents, requests, instructions, approvals and either communications are hand delivered in person, (b) on receipt after being sent via express mail or delivery/courier service guaranteeing overnight delivery, (c) upon receipt if sent via facsimile or email, or (d) on the second day after the mailing of such, in accordance with the preceding portion of this paragraph.

11.3 Real Estate Commissions. Each party hereunder represents and warrants to the other that it did not consult or deal with any broker or agent, real estate or otherwise, with regard to this Agreement or the transactions contemplated hereby. Each party hereto agrees to indemnify and hold harmless the other party from all liability, expense, loss, cost or damage, including reasonable attorneys' fees that may arise by reason of any claim, demand or suit of any other agent or broker claiming through them arising out of facts constituting a breach of the foregoing representations and warranties. The provisions of this Section shall survive Closing or any termination of this Agreement.

11.4 Governing Law. Any disputes, actions or claims relating to this Agreement shall be governed by the laws of the Commonwealth of Virginia, irrespective of any conflict of law principals to the contrary. The provisions of this subsection 11.4 shall survive Closing hereunder.

11.5 Entire Agreement. This Agreement sets forth the entire understanding between the parties; it supersedes all previous agreements and representations which are deemed merged herein and may not be modified except in a writing executed by both parties.

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK
SIGNATURE PAGE TO FOLLOW**

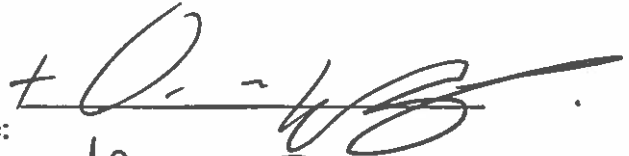
SIGNATURE PAGE TO PURCHASE AGREEMENT

IN WITNESS WHEREOF, each party has executed and sealed this Agreement or caused it to be executed and sealed on its behalf by its duly authorized representatives, the day and year first above written.

PURCHASER:

Orrin Pullings
Senior Pastor

By: _____
Name:



Stacie Anderson
trustee

By: _____
Name:



SELLER:



By:

Bruce H. Matson, Chapter 11 Trustee of
Richmond Christian Center, Inc., a Virginia
corporation

**EXHIBIT A
LEGAL DESCRIPTION OF REAL PROPERTY**

1721 Wall Street/214 Cowardin Ave (Tax ID S0000246010):

ALL that certain lot, piece or parcel of land with improvements thereon and appurtenances thereunto belonging, lying and being in the City of Richmond, Virginia, and fronting on Cowardin Avenue, designated as parcels A, B, and C, on the subdivision plat entitled "Martin Tract," prepared by George M. Stephens, Jr., dated September 28, 1984, recorded November 26, 1984, in Plat Book 36, page 46, of the Clerk's Office, Circuit Court City of Richmond, Virginia, reference being made to such plat for a more particular description of the land.

LESS AND EXCEPT the portion of the insured premises conveyed to the Commonwealth of Virginia by deed from Stephen A. Parson, Henry Reynolds and Brenda G. Parson, Trustees of Richmond Christian Center, dated May 27, 1987, recorded August 3, 1987, in the aforesaid Clerk's Office, in Deed Book 135, page 1938.

318 West 19th Street/1901 Wall Street (Tax ID S0000299001):

Tract 1:

ALL that certain lot, piece or parcel of land, lying and being in the City of Richmond, Virginia, together with all improvements thereon and more particularly described as follows, to-wit:

Beginning at a stone marking the intersection of the northern line of Wall Street with the western line of 19th Street and thence running in a westerly direction along the northern line of Wall Street 188.0 feet to a point; thence in a northwesterly direction to a point in the eastern line of the Atlantic Coast Line Railway right of way 83.3 feet; thence in a northerly direction along the eastern line of the Atlantic Coast Line Railway right of way to a point in the southern line of Perry Street 192.3 feet; thence in an easterly direction along the southern line of Perry Street 107.7 feet to a stone marking the intersection of the southern line of Perry Street with the western line of 19th Street; thence in a southerly direction along the western line of 19th Street, 259.7 feet to the point and place of beginning.

Tract 2:

ALL that certain lot, piece or parcel of land, lying and being in the City of Richmond, Virginia, together with all improvements thereon, and more particularly described as follows, to-wit:

Beginning at a stone marking the intersection of the northern line of Wall Street with the eastern line of the Atlantic Coast Line Railroad and thence running in an easterly direction along the northern line of Wall Street 29.8 feet to a point; thence in a northerly direction 83.3 feet to the aforesaid railroad right of way; thence along the said right of way in a southerly direction 87.8 feet to the point and place beginning, all as shown on plat of survey made by William N. Lewis,

Certified Surveyor, dated January 12, 1959 and recorded with the deed recorded in Deed Book 249, page 5.

210 W. 19th Street (Tax ID S0000298010):

ALL that certain lot, piece or parcel of land, together with all improvements thereon, designated as No. 210 West 19th Street (formerly Pocahontas Street), lying and being in the City of Richmond, Virginia, described as follows to-wit:

Commencing at a point distant 103 feet 6 inches from the intersection of the west line of West 19th Street and the south line of Wall Street, thence running and fronting on said west line of West 19th Street 51 feet 9 inches toward said Wall Street and running back between parallel lines 120 feet to an alley.

1910 Wall Street (Tax ID S0000298001):

ALL that certain lot, piece or parcel of land, with improvements thereon and appurtenances thereto belonging, lying and being in the City of Richmond, formerly Manchester, Virginia, and described as follows:

Beginning at a point on the east line of Wall Street one hundred and thirty (130) feet south of Nineteenth Street, formerly Pocahontas Street, this point of beginning being the point of intersection of the east line of Wall Street with the south line of an alley ten (10) feet wide; thence running along the said east line of Wall Street about one hundred and three-twelfths ($100 \frac{3}{12}$) feet to the Northern line of the Atlantic Coast Line Railway Company's Right of Way; thence in an easterly direction along the northern line of said right of way to the western line of 1911 Porter Street; Thence along the said western line of 1911 Porter Street and extending to the south line of said alley ten (10) feet wide; thence in a westerly direction along the south line of said alley ten (10) feet wide about one hundred and thirty (130) feet to the said point of beginning.

201 W. 19th Street a/k/a 1731 Wall Street (Tax ID S0000246009):

ALL that certain lot, piece or parcel of land, together with all improvements thereon lying and being in the City of Richmond, Virginia, designates as No. 201 West 19th Street and being "parcel C" on the subdivision plat entitled "Martin Tract" prepared by George M. Stephens, Jr., dated September 28, 1984, and recorded November 26, 1984, in the Clerk's Office of the Circuit Court for the City of Richmond, Virginia, in Plat Book 36, page 46.

LESS AND EXCEPT that portion of the property conveyed to the Commonwealth of Virginia by deed from Stephen A. Parson, Henry Reynolds and Brenda G. Parson, Trustees of Richmond Christian Center, dated May 27, 1987, recorded August 3, 1987, in the aforesaid Clerk's Office, in Deed Book 135, page 1938.

216 Cowardin Avenue (Tax ID S0000246005):

ALL that certain lot, piece or parcel of land with improvements thereon and appurtenances thereto belonging, lying and being in the City of Richmond, Virginia, identified in the tax records as 0.45 acres, "Martin Tract Parcel A," being part of that property bounded by Cowardin Avenue, Perry Street, 19th Street and Wall Street, designated as Parcels A, B, and C on the subdivision plat entitled "Martin Tract" prepared by George W. Stephens, Jr., dated September 28, 1984, and recorded November 26, 1984, in Plat Book 36, page 46, of the Clerk's Office, Circuit Court, City of Richmond, Virginia, reference being made to such plat for a more particular description of the land.

217 a/k/a 219 West 19th Street (Tax ID S0000245025):

ALL that certain lot, piece or parcel of land, lying and being in the City of Richmond, Virginia, together with all improvements thereon, and designated as 217 and 219 West 19th Street and more particularly described as follows, to-wit:

Beginning at a point on the southeast corner of 19th Street and Wall Street, fronting 60 feet on the eastern side of 19th Street, thence running back from said front between parallel lines a distance of 120 feet.

215 West 19th Street (Tax ID S0000245022):

ALL that certain lot, piece or parcel of land, lying and being in the City of Richmond, Virginia, together with all improvements thereon, and designates as 215 West 19th Street and more particularly described as follows, to-wit:

Beginning at a point on the east line of 19th Street, 120 feet from its intersection with the north line of Porter Street, thence running and fronting along the said east line of 19th Street, northwardly 80 feet, thence running back from said front in an easterly direction at right angles and between parallel lines a distance of 120 feet.

1720 Wall Street (Tax ID S0000245001):

ALL that certain lot, piece or parcel of land, on the south side of Wall Street, in the City of Richmond, Virginia, and more particularly described as follows:

Beginning at the intersection of the southern line of Wall Street with a ten (10) foot alley immediately in the rear of the property formerly owned by John O'Brien; thence running along the southern line of Wall Street towards the Atlantic Coast Line Railroad One Hundred Twenty (120) feet; thence running back between the westerly line of said alley and a line parallel therewith One Hundred Thirty (130) feet, more or less.

227 Cowardin Avenue (Tax ID S0000201030):

ALL that certain lot, piece or parcel of land, together with the improvements thereon, lying and being in the City of Richmond, Virginia, designated as No. 227 Cowardin Avenue, between Perry and Porter Streets, and more particularly described as follows:

Commencing at a point on the eastern line of Cowardin Avenue (as recently widened) distant thereon 28.5 feet south of the southern line of Perry Street, thence from said point of beginning extending southwardly along the eastern line of Cowardin Avenue and fronting thereon 28.5 feet, more or less, and from said front extending back eastwardly between parallel lines, the northern thereof being 79.83 feet, more or less, in length and the southern thereof being 79.74 feet, more or less, in length to an alley in the rear.

LESS AND EXCEPT the portion of the property conveyed to the State Highway Commissioner of Virginia recorded in Deed Book 75, page 886.

225 Cowardin Avenue (Tax ID S0000201029):

All that certain lot, piece or parcel of land, together with the improvements thereon, lying and being in the City of Richmond, Virginia, designated as No. 225 Cowardin Avenue, lying and being in the City of Richmond, Virginia, and more particularly described as follows:

Beginning at a point in the eastern line of Cowardin Avenue 57 feet, more or less, south of the southerly line of Perry Street; thence running and fronting along the eastern line of Cowardin Avenue in a southerly direction 28 feet, more or less, to a point; thence back from said front between parallel lines, or lines nearly parallel; 79.74 feet to an alley in the rear.

LESS AND EXCEPT that portion of the property conveyed to the State Highway Commissioner of Virginia recorded in Deed Book 75, page 886.

221 Cowardin Avenue (Tax ID S0000201027):

ALL that certain lot, piece or parcel of land, lying and being in the City of Richmond, Virginia, together with all improvements thereon, and designated as No. 221 Cowardin Avenue and more particularly described as follows, to-wit:

Beginning at a point on the eastern line of Cowardin Avenue, distant thereon 115.02 feet south of the south line of Perry Street, thence running southwardly along the said eastern line of Cowardin Avenue and fronting thereon 40 feet, thence running back easterly between parallel lines, the northern of which is 152.34 feet long and the southern line of which is 152.27 feet long.

LESS AND EXCEPT that portion of the property conveyed to the Commonwealth of Virginia in Deed Book 75, page 886.

219 Cowardin Avenue (Tax ID S0000201026):

ALL that certain lot, piece or parcel of land, together with the improvements thereon, lying and being in the City of Richmond, Virginia, together with all improvements thereon, and designated as No. 219 Cowardin Avenue, and being more particularly described as follows:

Commencing at a pin marked by a rod on the easterly line of Cowardin Avenue distant 150 feet, more or less, north of the north line of Porter Street, the said point of beginning being also on the north line of a 14 foot alley extending eastwardly from Cowardin Avenue, thence from said point of beginning extending northwardly along the fronting on the east line of Cowardin Avenue 35.44 feet, more or less, to the southerly line of the land formerly owned by J. R. Smith; thence extending back eastwardly from said frontage between the northerly line being 148.52 feet, more or less, in length, and the southerly line being 155.82 feet, more or less, in length, to the westerly line of the land conveyed by deed of record in the Hustings Court of the City of Richmond, Part II, Virginia Clerk's Office, in Deed Book 61-B, page 462.

LESS AND EXCEPT that portion of the property conveyed to the State Highway Commissioner of Virginia recorded in Deed Book 75, page 886.

223 Cowardin Avenue (Tax ID S0000201028):

ALL that certain lot, piece or parcel of land, together with the improvements thereon, lying and being in the City of Richmond, Virginia, designated as No. 223 Cowardin Avenue, between Perry and Porter Streets, and more particularly described as follows:

Beginning at a point in the eastern line of Cowardin Avenue distant thereon in a southerly direction 85 feet from the intersection of said line of Cowardin Avenue, with the southern line of Perry Street, thence extending southwardly along the eastern line of Cowardin Avenue and fronting thereon 30.02 feet, thence extending back eastwardly between slightly diverging lines, the northern line being parallel with the southern line of Perry Street 79.74 feet in length and the southern line being 78.81 feet in length to an alley in the rear 10 feet wide on which said lot abuts 35 feet, according to plat of survey made by William M. Lewis, Certified Surveyor, dated February 4, 1944, and recorded in the Clerk's Office of the Hustings Court, Part II of the City of Richmond, Virginia, in Plat Book 4, page 164.

LESS AND EXCEPT that portion of the property conveyed to the State Highway Commissioner of Virginia recorded in Deed Book 75, page 886.

1919 Porter Street (Tax ID S0000298016):

ALL that certain lot, piece or parcel of land, lying and being in the City of Richmond, Virginia, together with all improvements thereon, being known as 1919 Porter Street, designated as Lot 1, Block A, Section A, Paradise Place, as shown on plat of subdivision recorded in Plat Book 43, pages 64 and 65.

1916 Bainbridge Street (Tax ID S0000295005):

ALL that certain lot, piece or parcel of land, lying an being in the City of Richmond, Virginia, together with all improvements thereon, and designated as 1916 Bainbridge Street and more particularly described as follows, to-wit:

Beginning at a point 81 feet from the southeast corner of Bainbridge Street and 20th Street towards 19th Street, fronting 21 feet on said south line of Bainbridge Street, thence running back from said front between lines not parallel a distance of 148 feet to a 10 foot alley.

Exhibit C

Christopher L. Perkins (Va. Bar No. 41783)
Jonathan A. Haist (Va. Bar No. 90764)
LECLAIRRYAN, A PROFESSIONAL CORPORATION
919 E. Main Street, 24th Floor
Richmond, Virginia 23219
(804) 783-7550

Counsel to Bruce H. Matson, Chapter 11 Trustee

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

_____)	
In re:)	Chapter 11
)	
RICHMOND CHRISTIAN CENTER,)	Case No. 13-36312
)	
Debtor.)	
_____)	

**ORDER GRANTING TRUSTEE’S MOTION TO SELL
PROPERTY FREE AND CLEAR**

On November 20, 2017, the Court considered the Trustee’s Motion to Sell Property Free and Clear (the “**Motion**”). Based upon the Motion and the presentation of counsel, the Court hereby finds as follows:

A. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and this is a core proceeding pursuant to 28 U.S.C. §§ 157(b). Venue is proper before the Court under 28 U.S.C. §§ 1408 and 1409.

B. Notice of this Motion was sufficient under the circumstances and no other or further notice is required.

C. The Court finds that the Motion is in the best interests of the Debtor's estate and its creditors.

D. The Debtor owns real property at the following addresses: 214 Cowardin Avenue/1721 Wall Street, Richmond, VA 23224; 216 Cowardin Avenue, Richmond, VA 23224; 219 Cowardin Avenue, Richmond, VA 23224; 221 Cowardin Avenue, Richmond, VA 23224; 223 Cowardin Avenue, Richmond, VA 23224; 225 Cowardin Avenue, Richmond, VA 23224; 227 Cowardin Avenue, Richmond, VA 23224; 1720 Wall Street, Richmond, VA 23224; 1731 Wall Street/201 W. 19th Street, Richmond, VA 23224; 1910 Wall Street, Richmond, VA 23224; 210 W. 19th Street, Richmond VA 23224; 215 W. 19th Street, Richmond VA 23224; 217 W. 19th Street/219 W. 19th Street, Richmond VA 23224; 318 W. 19th Street/1901 Wall Street, Richmond VA 23224; 1919 Porter Street, Richmond, VA 23224; and 1916 Bainbridge Street, Richmond, VA 23224 (collectively, the "**Real Property**"). The legal descriptions of the Real Property are attached hereto as **Exhibit A**.

D. A sale of Debtor's Real Property to United Nations Church International ("**UNCI**") under the terms of the Real Estate Purchase Agreement ("**Purchase Agreement**") described in the Motion to Sell is allowed under 11 U.S.C. §§ 363(b), (f).

E. Debtor's estate will benefit from the sale of Debtor's Real Property.

F. UNCI's offered purchase price of \$2,905,000.00 for Debtor's Real Property is the best price reasonably attainable for the property at this time.

Based on the foregoing, and for other good cause shown, the Court hereby **ORDERS** as follows:

1. The Motion is **APPROVED** in its entirety.

2. In accordance with 11 U.S.C. § 363, Debtor and UNCI are authorized to take such actions as may be necessary and appropriate to implement the terms of the Purchase Agreement and to complete the sale of Debtor's Real Property without the necessity of further order of this Court.

3. Pursuant to 11 U.S.C. §§ 105 and 363(b) and (f), Debtor is authorized to sell its Real Property to UNCI, and to deliver such property upon receipt of payment as specified in the Purchase Agreement, if necessary.

4. Debtor's sale of its Real Property to UNCI shall vest UNCI with good title to that property, and shall be free and clear of any and all liens, claims, encumbrances, liabilities, obligations, licenses, covenants, pledges, hypothecations, and interest of any other kinds (including, without limitation, any and all "claims" as defined in 11 U.S.C. § 105(5)), whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or noncontingent, liquidated or unliquidated, matured or unmatured, disputed or undisputed, or known or unknown, whether arising before or after the petition date, whether imposed by agreement, understanding, law, equity, or otherwise (collectively, "**Claims**").

5. The consideration that is payable by UNCI for Debtor's Real Property under the Purchase Agreement constituted payment of "value," as that term is used in 11 U.S.C. § 363(m).

6. The Purchase Agreement and any related agreements may be waived, modified, amended, or supplemented by agreement of Debtor and UNCI without further action of the Court so long as such waiver, modification, amendment, or supplement is not material and substantially conforms to and effectuates the Purchase Agreement and any related agreements.

7. The failure to specifically include any particular provision of the Purchase Agreement or any related agreement in this Order shall not diminish or impaired the effectiveness of any such provision, given that it is the intent of the Court, Debtor, and UNCI that the Purchase Agreement and any related agreements be, and they hereby are, authorized and approved in their entirety with any such amendments that may be made by the parties from time to time in accordance with this Order.

8. The Court shall retain exclusive jurisdiction to enforce the provisions of this Order and the Purchase Agreement, including, but not limited to, the interpretation of terms, conditions, and provisions; the status, nature, and extent of the Real Property; and all other issues and disputes arising in connection with the relief authorized in this Order.

9. This Order shall take effect upon its entry and shall not be automatically stayed under the Federal Rules of Bankruptcy Procedure 6004(h) or 7062.

ENTERED: _____

KEITH L. PHILLIPS, JUDGE
UNITED STATES BANKRUPTCY COURT

WE ASK FOR THIS:

/s/ Christopher L. Perkins
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Jonathan A. Haist (Va. Bar No. 90764)
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Counsel for Bruce H. Matson, Chapter 11 Trustee

SEEN AND AGREED:

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/s/

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Counsel to Foundation Capital Resources, Inc.

RULE 9022-1 CERTIFICATION

Pursuant to LBR 9022-1, I hereby certify that true copies of the foregoing have been endorsed by and/or served upon all necessary parties.

/s/ Christopher L. Perkins
Counsel

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**EXHIBIT A
LEGAL DESCRIPTION OF REAL PROPERTY**

1721 Wall Street/214 Cowardin Ave (Tax ID S0000246010):

ALL that certain lot, piece or parcel of land with improvements thereon and appurtenances thereunto belonging, lying and being in the City of Richmond, Virginia, and fronting on Cowardin Avenue, designated as parcels A, B, and C, on the subdivision plat entitled "Martin Tract," prepared by George M. Stephens, Jr., dated September 28, 1984, recorded November 26, 1984, in Plat Book 36, page 46, of the Clerk's Office, Circuit Court City of Richmond, Virginia, reference being made to such plat for a more particular description of the land.

LESS AND EXCEPT the portion of the insured premises conveyed to the Commonwealth of Virginia by deed from Stephen A. Parson, Henry Reynolds and Brenda G. Parson, Trustees of Richmond Christian Center, dated May 27, 1987, recorded August 3, 1987, in the aforesaid Clerk's Office, in Deed Book 135, page 1938.

318 West 19th Street/1901 Wall Street (Tax ID S0000299001):

Tract 1:

ALL that certain lot, piece or parcel of land, lying and being in the City of Richmond, Virginia, together with all improvements thereon and more particularly described as follows, to-wit:

Beginning at a stone marking the intersection of the northern line of Wall Street with the western line of 19th Street and thence running in a westerly direction along the northern line of Wall Street 188.0 feet to a point; thence in a northwesterly direction to a point in the eastern line of the Atlantic Coast Line Railway right of way 83.3 feet; thence in a northerly direction along the eastern line of the Atlantic Coast Line Railway right of way to a point in the southern line of Perry Street 192.3 feet; thence in an easterly direction along the southern line of Perry Street 107.7 feet to a stone marking the intersection of the southern line of Perry Street with the western line of 19th Street; thence in a southerly direction along the western line of 19th Street, 259.7 feet to the point and place of beginning.

Tract 2:

ALL that certain lot, piece or parcel of land, lying and being in the City of Richmond, Virginia, together with all improvements thereon, and more particularly described as follows, to-wit:

Beginning at a stone marking the intersection of the northern line of Wall Street with the eastern line of the Atlantic Coast Line Railroad and thence running in an easterly direction along the northern line of Wall Street 29.8 feet to a point; thence in a northerly direction 83.3 feet to the aforesaid railroad right of way; thence along the said right of way in a southerly direction 87.8 feet to the point and place beginning, all as shown on plat of survey made by William N. Lewis, Certified Surveyor, dated January 12, 1959 and recorded with the deed recorded in Deed Book 249, page 5.

210 W. 19th Street (Tax ID S0000298010):

ALL that certain lot, piece or parcel of land, together with all improvements thereon, designated as No. 210 West 19th Street (formerly Pocahontas Street), lying and being in the City of Richmond, Virginia, described as follows to-wit:

Commencing at a point distant 103 feet 6 inches from the intersection of the west line of West 19th Street and the south line of Wall Street, thence running and fronting on said west line of West 19th Street 51 feet 9 inches toward said Wall Street and running back between parallel lines 120 feet to an alley.

1910 Wall Street (Tax ID S0000298001):

ALL that certain lot, piece or parcel of land, with improvements thereon and appurtenances thereto belonging, lying and being in the City of Richmond, formerly Manchester, Virginia, and described as follows:

Beginning at a point on the east line of Wall Street one hundred and thirty (130) feet south of Nineteenth Street, formerly Pocahontas Street, this point of beginning being the point of intersection of the east line of Wall Street with the south line of an alley ten (10) feet wide; thence running along the said east line of Wall Street about one hundred and three-twelfths ($100 \frac{3}{12}$) feet to the Northern line of the Atlantic Coast Line Railway Company's Right of Way; thence in an easterly direction along the northern line of said right of way to the western line of 1911 Porter Street; Thence along the said western line of 1911 Porter Street and extending to the south line of said alley ten (10) feet wide; thence in a westerly direction along the south line of said alley ten (10) feet wide about one hundred and thirty (130) feet to the said point of beginning.

201 W. 19th Street a/k/a 1731 Wall Street (Tax ID S0000246009):

ALL that certain lot, piece or parcel of land, together with all improvements thereon lying and being in the City of Richmond, Virginia, designates as No. 201 West 19th Street and being

“parcel C” on the subdivision plat entitled “Martin Tract” prepared by George M. Stephens, Jr., dated September 28, 1984, and recorded November 26, 1984, in the Clerk’s Office of the Circuit Court for the City of Richmond, Virginia, in Plat Book 36, page 46.

LESS AND EXCEPT that portion of the property conveyed to the Commonwealth of Virginia by deed from Stephen A. Parson, Henry Reynolds and Brenda G. Parson, Trustees of Richmond Christian Center, dated May 27, 1987, recorded August 3, 1987, in the aforesaid Clerk’s Office, in Deed Book 135, page 1938.

216 Cowardin Avenue (Tax ID S0000246005):

ALL that certain lot, piece or parcel of land with improvements thereon and appurtenances thereto belonging, lying and being in the City of Richmond, Virginia, identified in the tax records as 0.45 acres, “Martin Tract Parcel A,” being part of that property bounded by Cowardin Avenue, Perry Street, 19th Street and Wall Street, designated as Parcels A, B, and C on the subdivision plat entitled “Martin Tract” prepared by George W. Stephens, Jr., dated September 28, 1984, and recorded November 26, 1984, in Plat Book 36, page 46, of the Clerk’s Office, Circuit Court, City of Richmond, Virginia, reference being made to such plat for a more particular description of the land.

217 a/k/a 219 West 19th Street (Tax ID S0000245025):

ALL that certain lot, piece or parcel of land, lying and being in the City of Richmond, Virginia, together with all improvements thereon, and designated as 217 and 219 West 19th Street and more particularly described as follows, to-wit:

Beginning at a point on the southeast corner of 19th Street and Wall Street, fronting 60 feet on the eastern side of 19th Street, thence running back from said front between parallel lines a distance of 120 feet.

215 West 19th Street (Tax ID S0000245022):

ALL that certain lot, piece or parcel of land, lying and being in the City of Richmond, Virginia, together with all improvements thereon, and designates as 215 West 19th Street and more particularly described as follows, to-wit:

Beginning at a point on the east line of 19th Street, 120 feet from its intersection with the north line of Porter Street, thence running and fronting along the said east line of 19th Street, northwardly 80 feet, thence running back from said front in an easterly direction at right angles and between parallel lines a distance of 120 feet.

1720 Wall Street (Tax ID S0000245001):

ALL that certain lot, piece or parcel of land, on the south side of Wall Street, in the City of Richmond, Virginia, and more particularly described as follows:

Beginning at the intersection of the southern line of Wall Street with a ten (10) foot alley immediately in the rear of the property formerly owned by John O'Brien; thence running along the southern line of Wall Street towards the Atlantic Coast Line Railroad One Hundred Twenty (120) feet; thence running back between the westerly line of said alley and a line parallel therewith One Hundred Thirty (130) feet, more or less.

227 Cowardin Avenue (Tax ID S0000201030):

ALL that certain lot, piece or parcel of land, together with the improvements thereon, lying and being in the City of Richmond, Virginia, designated as No. 227 Cowardin Avenue, between Perry and Porter Streets, and more particularly described as follows:

Commencing at a point on the eastern line of Cowardin Avenue (as recently widened) distant thereon 28.5 feet south of the southern line of Perry Street, thence from said point of beginning extending southwardly along the eastern line of Cowardin Avenue and fronting thereon 28.5 feet, more or less, and from said front extending back eastwardly between parallel lines, the northern thereof being 79.83 feet, more or less, in length and the southern thereof being 79.74 feet, more or less, in length to an alley in the rear.

LESS AND EXCEPT the portion of the property conveyed to the State Highway Commissioner of Virginia recorded in Deed Book 75, page 886.

225 Cowardin Avenue (Tax ID S0000201029):

All that certain lot, piece or parcel of land, together with the improvements thereon, lying and being in the City of Richmond, Virginia, designated as No. 225 Cowardin Avenue, lying and being in the City of Richmond, Virginia, and more particularly described as follows:

Beginning at a point in the eastern line of Cowardin Avenue 57 feet, more or less, south of the southerly line of Perry Street; thence running and fronting along the eastern line of Cowardin Avenue in a southerly direction 28 feet, more or less, to a point; thence back from said front between parallel lines, or lines nearly parallel; 79.74 feet to an alley in the rear.

LESS AND EXCEPT that portion of the property conveyed to the State Highway Commissioner of Virginia recorded in Deed Book 75, page 886.

221 Cowardin Avenue (Tax ID S0000201027):

ALL that certain lot, piece or parcel of land, lying and being in the City of Richmond, Virginia, together with all improvements thereon, and designated as No. 221 Cowardin Avenue and more particularly described as follows, to-wit:

Beginning at a point on the eastern line of Cowardin Avenue, distant thereon 115.02 feet south of the south line of Perry Street, thence running southwardly along the said eastern line of Cowardin Avenue and fronting thereon 40 feet, thence running back easterly between parallel lines, the northern of which is 152.34 feet long and the southern line of which is 152.27 feet long.

LESS AND EXCEPT that portion of the property conveyed to the Commonwealth of Virginia in Deed Book 75, page 886.

219 Cowardin Avenue (Tax ID S0000201026):

ALL that certain lot, piece or parcel of land, together with the improvements thereon, lying and being in the City of Richmond, Virginia, together with all improvements thereon, and designated as No. 219 Cowardin Avenue, and being more particularly described as follows:

Commencing at a pin marked by a rod on the easterly line of Cowardin Avenue distant 150 feet, more or less, north of the north line of Porter Street, the said point of beginning being also on the north line of a 14 foot alley extending eastwardly from Cowardin Avenue, thence from said point of beginning extending northwardly along the fronting on the east line of Cowardin Avenue 35.44 feet, more or less, to the southerly line of the land formerly owned by J. R. Smith; thence extending back eastwardly from said frontage between the northerly line being 148.52 feet, more or less, in length, and the southerly line being 155.82 feet, more or less, in length, to the westerly line of the land conveyed by deed of record in the Hustings Court of the City of Richmond, Part II, Virginia Clerk's Office, in Deed Book 61-B, page 462.

LESS AND EXCEPT that portion of the property conveyed to the State Highway Commissioner of Virginia recorded in Deed Book 75, page 886.

223 Cowardin Avenue (Tax ID S0000201028):

ALL that certain lot, piece or parcel of land, together with the improvements thereon, lying and being in the City of Richmond, Virginia, designated as No. 223 Cowardin Avenue, between Perry and Porter Streets, and more particularly described as follows:

Beginning at a point in the eastern line of Cowardin Avenue distant thereon in a southerly direction 85 feet from the intersection of said line of Cowardin Avenue, with the southern line of Perry Street, thence extending southwardly along the eastern line of Cowardin Avenue and fronting thereon 30.02 feet, thence extending back eastwardly between slightly diverging lines,

the northern line being parallel with the southern line of Perry Street 79.74 feet in length and the southern line being 78.81 feet in length to an alley in the rear 10 feet wide on which said lot abuts 35 feet, according to plat of survey made by William M. Lewis, Certified Surveyor, dated February 4, 1944, and recorded in the Clerk's Office of the Hustings Court, Part II of the City of Richmond, Virginia, in Plat Book 4, page 164.

LESS AND EXCEPT that portion of the property conveyed to the State Highway Commissioner of Virginia recorded in Deed Book 75, page 886.

1919 Porter Street (Tax ID S0000298016):

ALL that certain lot, piece or parcel of land, lying and being in the City of Richmond, Virginia, together with all improvements thereon, being known as 1919 Porter Street, designated as Lot 1, Block A, Section A, Paradise Place, as shown on plat of subdivision recorded in Plat Book 43, pages 64 and 65.

1916 Bainbridge Street (Tax ID S0000295005):

ALL that certain lot, piece or parcel of land, lying and being in the City of Richmond, Virginia, together with all improvements thereon, and designated as 1916 Bainbridge Street and more particularly described as follows, to-wit:

Beginning at a point 81 feet from the southeast corner of Bainbridge Street and 20th Street towards 19th Street, fronting 21 feet on said south line of Bainbridge Street, thence running back from said front between lines not parallel a distance of 148 feet to a 10 foot alley.

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